

the free distribution of which to individual citizens would promote the welfare of the state, because the legislature specifically determined in Section 4, supra, that the books should be sold to institutions other than the institutions of a public or quasi-public nature and to individuals other than the public officers named in the act.

While it is somewhat difficult to see just what relation the placing of ten copies or sets of the roster in question in the hands of each member of the General Assembly bears to a proper discharge of legislative duties, the legislature has determined such distribution to be necessary and for the best interests of the state. And the only theory upon which such a distribution can be justified is, that the books are to be placed in the hands of the members of the General Assembly as public officers, to enable them the more properly and efficiently to discharge their public duties as such officers. It follows that the distribution about which you inquire must be made to the present members of the Senate and House who are public officers and not to the members of the legislature which passed the act under consideration.

In this connection the remarks of the Attorney General in an opinion rendered to the Sergeant-at-arms of the House of Representatives, 81st General Assembly, under date of June 2, 1915, reported at page 908, Vol. I of the Opinions of the Attorney General for that year are pertinent.

"The property furnished for the use of either the house or a member or officer thereof of the General Assembly, is furnished for public and not private purposes, and the ownership to said property never at any time vested in any member or officer of the General Assembly, and no officer, member or employe of the General Assembly, or either branch of said assembly, has any more right to order such property boxed up at public expense and sent to him for his private use, than would the governor or the attorney general, or any other state officer, have to clean out their respective offices of everything in them, including the carpets on the floor, when they retire."

Specifically answering your question, for the reasons stated, I am of the opinion that the ten copies or sets of the roster of Ohio soldiers, sailors and marines engaged in the war with the Central Powers of Europe, directed by Section 4 of the act providing for the publication and distribution of such roster (108 V. Part 1, 191), to be distributed to each member of the General Assembly, should be delivered to the present members of the General Assembly, who are at this time public officers, and not to the individuals who were members of the 83rd General Assembly, which passed said act.

Respectfully,

EDWARD C. TURNER,
Attorney General.

339.

DISAPPROVAL, ABSTRACT OF TITLE TO LAND IN HANOVER TOWNSHIP,
COLUMBIANA COUNTY, OHIO.

COLUMBUS, OHIO, April 18, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, O.*

DEAR MR. SCHLESINGER:—An examination of the abstract submitted by you to this department discloses the following:

The abstract under consideration was prepared by McMillan & Kelso, abstracters, Lisbon, Ohio, under date of May 7, 1926, and was continued by the same abstracters

under date of December 24, 1926. The abstract, as submitted, pertains to 40.73 acres in the southwest quarter of section 2, township 15, range 14, Columbiana county, Ohio, and being more particularly described as follows:

"Situated in the township of Hanover, county of Columbiana and state of Ohio. Being a part of the southwest quarter of section number 2, township 15, and range 4. Beginning at a corner 14.45 chains north of the southwest corner of said section; thence north 62° east 14 chains; thence north 21° east 5.00 chains to the beginning corner; thence north $34\frac{1}{2}^{\circ}$ west 6.63 chains to a corner where a crab apple tree 6 inches in diameter bears north 50° east 85 links; thence north 1° east 6.50 chains to a corner where a sugar tree 18 inches in diameter bears north 12° west 55 links; thence south 89° east 31.52 chains to a corner where a wild cherry tree 15 inches in diameter bears south 3° east 43 links; thence north $24\frac{1}{4}^{\circ}$ east 2.38 chains to a corner where an elm tree 15 inches in diameter bears south 86° west 35 links; thence south 89° east 2.24 chains to a corner; thence south 11.45 chains to a corner, northwest corner of house bears south 54° east $21\frac{1}{2}$ links; thence north $75\frac{1}{4}^{\circ}$ west 6.04 chains to a corner; thence north 2° east 3.75 chains to a corner; thence south 2° west 5.71 chains to a corner; thence north $85\frac{1}{4}^{\circ}$ west 24.50 chains to the place of beginning, containing 40 73-100 acres of land, be the same more or less, but subject to all legal highways."

1. The abstract contains no record of the government patent, although in connection with the abstract the auditor of state has certified that the south half of section 2 was patented to James Galbraith, August 8, 1803.

2. Item 29, page 34 of the abstract, shows a warranty deed from Levi Gardner and Lucina A. Gardner to Francis M. Grosvenor, dated April 1, 1868. Item 30, page 35 of the abstract, shows a warranty deed from John Burton and Francis M. Burton, wife, to Fisher Irely, dated September 25, 1871. The abstract contains nothing to show that Francis M. Burton was in fact Francis M. Grosvenor, nor anything to show how John Burton obtained title to the property. A note by the abstracters on page 36 of the abstract states that they find no marriage record of John Burton and Francis M. Grosvenor. There should be some showing by affidavit or otherwise that Francis M. Burton was the wife of John Burton, if such was the fact, or to show how John Burton and Francis M. Burton obtained title to the property.

3. The deed from the Burtons to Irely (item 30, page 35) states that the land was transferred subject to the mortgage liens of Levi Gardner, Susannah O. Gardner and Jane E. Gardner, although the abstract contains no record of the mortgages or of their subsequent releases. The mortgages or the dates of maturity of the mortgage notes should be shown in order to determine whether the time for foreclosure has expired.

4. Alice A. Crawford and Barkley W. Stratton, as executors of the will of William Brantingham, deceased, on August 10, 1922, transferred by executor's deed the property under consideration to Ray Hoobler, Harry S. Beck and Bert Burnett. (Item 40, page 52.)

The abstract shows also (item 41, page 54) that on August 22, 1922, the aforesaid grantees executed an agreement in favor of Deluge Hose Company of Salem, Ohio, in which it is recited that the purchase price of the property was advanced and paid by the members of Deluge Hose Company, a voluntary organization, that Hoobler, Beck and Burnett acknowledged, certified and declared that they hold the premises and will continue to hold the premises in trust for the benefit of all the members of the Deluge Hose Company in good standing on September 1, 1923, and that they will sell and convey said premises, or any part thereof, as the members of the said Deluge Hose Company ask them to do in writing.

The abstract discloses nothing to indicate that the members of this voluntary organization have requested or consented to the transfer by Hoobler, Beck and Burnett of the property in question.

Either the deed must be signed by members in good standing September 1, 1923, along with the aforementioned trustees, or trustees furnish a certified copy of the request by such members that said trustees shall or may sell the property to the state under the terms of the offer made by the superintendent of public works.

5. The 1926 taxes, which are a lien, are not paid.

6. The abstracters' certificate shows that no examination was made in the United States courts and that examination was made in the name of record owners only and only for the period during which each one respectively held said title.

There is no encumbrance estimate submitted with the abstract and other papers. No deed was submitted, although a blank form of Ohio warranty deed containing a description of the premises proposed to be conveyed was transmitted. Since the encumbrance estimate is missing and since the deed has not been prepared or executed, this department can not pass upon the same.

I am returning herewith the file relating to tract No. 5, including the abstract, deed blank containing the description and other papers. When the corrections and additions indicated shall have been made, I will make such further examination as may be necessary.

Respectfully,

EDWARD C. TURNER,
Attorney General.

340.

PUBLIC WORKS OF THE STATE—ADVERTISING AND LETTING OF
CONTRACTS—PROCEDURE UNDER SECTIONS 428 AND 2314 TO
2332, GENERAL CODE.

SYLLABUS:

1. *The provisions of Sections 2314, et seq., General Code, relating to the construction of various projects on the public works of the state, being later in point of time, supersede the provisions of Section 428, General Code, where inconsistent therewith; and the provisions of Section 2318, General Code, providing for the publication once a week for four consecutive weeks of the notice of intention to receive bids on such projects, the last publication to be at least eight days preceding the receipt of such bids, must be followed where the aggregate cost exceeds three thousand dollars. Where the aggregate cost does not exceed three thousand dollars the provisions of Section 428, General Code, apply.*

2. *The procedure in the advertising and letting of contracts pertaining to the projects in or upon the public works of the state, where the aggregate cost exceeds three thousand dollars, outlined.*

COLUMBUS, OHIO, April 18, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—Acknowledgment is made of your recent request for my opinion upon the following:

“The Division of Public Works of the State of Ohio is proposing to advertise for bids for the construction of various projects, the estimated cost